

3774 3004 33 156

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 2ND day of June, 1964, by and between NELLIE SCHULTZ, a widow, hereinafter referred to as "seller" and BEN BROST and ELIZABETH BROST, husband and wife, hereinafter referred to as "purchaser",

W I T N E S S E T H:

1. The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described real property, with the appurtenances thereon, situated in Skamania County, State of Washington, to-wit:

Commencing at a point which is 161.4 ft. South and 125.8 ft. East of the monument which marks the place where the North line of the H. S. DLC crosses the range line between Range 7 and Range 7½. Thence South 86°58' East 66 ft., thence South 12°58' West 192.9 ft., thence North 83°28' West 121.8 ft., thence North Easterly along the county road to the point of beginning containing .45 of an acre more or less in Section 36, Township 3, Range 7½, records of said County.

2. The terms and conditions of this contract are: Purchase price of the real estate is Five Thousand and no/100 Dollars (\$5,000.00) of which One Thousand Dollars (\$1,000.00) has been paid, the receipt of which is hereby acknowledged, and the balance of Four Thousand Dollars (\$4,000.00) shall be paid as follows: In monthly installments of Sixty-six Dollars (\$66.00) each, beginning July 1, 1964, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at five percent (5%) per annum commencing June 1, 1964 and from each payment shall first be deducted the interest to date and the balance shall be applied on the principal. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

3. The purchaser is entitled to take possession of the premises herein described immediately upon the closing of this transaction.

4. All payments on this contract shall be made to the seller at her place of residence.

5. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate. The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to seller and to the benefit of the seller or purchaser as their interest may appear, and to pay all premiums therefor until the purchase price has been fully paid, and to deliver to seller the insurance policies, renewals and premium receipts.

6. The seller and purchaser agree that taxes on the premises for the current year shall be prorated as of JUNE 1, 1964

7. Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

8. The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

9. The seller has procured, or agrees to procure within ten days of the date hereof a purchaser's policy of title insurance, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

10. The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, free and clear of any encumbrances, except those mentioned herein and any that may accrue hereafter to any person other than the seller.

11. Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by registered mail at the address of the above described real estate, or at such other address as the purchaser shall indicate to the seller in writing. If the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights under this contract, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

12. Or the seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have signed the instrument in duplicate the day and year first above written.

Nellie E. Schultz
Nellie Schultz, Seller

No. 4450

TRANSACTION EXCISE TAX

AUG 11 1964

Amount Paid 50.05

Michael O'Donnell
Skamania County Treasurer
By

Ben Brost
Ben Brost, Purchaser

Elizabeth Brost
Elizabeth Brost, Purchaser

STATE OF WASHINGTON)
County Skamania) ss

This is to certify that on this 2nd day of June, 1964, personally appeared before me Nellie Schultz, a widow, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of June, 1964.

Steven A. Memovich
Notary Public in and for the State of Washington, residing at Stevenson

